

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO

UNIQUE ROBINSON

PLAINTIFF,

v.

CONFIDENTIAL GENTLEMEN'S CLUB, LLC

DEFENDANT.

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Case No: 2:21-cv-04171

Judge Sarah D. Morrison

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**PLAINTIFF'S COUNSEL'S MOTION TO WITHDRAW**  
**AND TO STRIKE APPEARANCE OF COUNSEL**

Thomas P. Sexton, Esq., Gregg C. Greenberg, Esq., the Thomas Sexton Law Office, and Zipin, Amster & Greenberg, LLC (collectively, "Undersigned Counsel"), who have each entered their appearance as counsel for Plaintiff Unique Robinson ("Plaintiff") in this matter, hereby file this Motion to Withdraw and Strike their collective Appearance as Counsel for Plaintiff. In support, Undersigned Counsel states as follows:

1. A serious and irreparable rift has developed between Plaintiff and Undersigned Counsel.
2. This rift is the result of significant communication difficulties between Plaintiff and Undersigned Counsel, which has made it impossible for counsel to represent Plaintiff effectively and ethically.
3. On several occasions over the past several weeks, Undersigned Counsel has attempted to communicate with Plaintiff by telephone, text message, and by first class mail, sent to Plaintiff's last known phone number, email address, and mailing address.
4. Despite ongoing good faith efforts, Undersigned Counsel has been unable to reach Plaintiff by phone, text, or first-class mail.

5. Undersigned Counsel's communication difficulties have made it impossible for Undersigned Counsel to file a Motion for Default Judgment or to otherwise represent Plaintiff in this matter.
6. Undersigned Counsel's inability to communicate with Plaintiff has made it impossible to respond substantively to Defendant's counsel's questions regarding the facts of Plaintiff's claims or to submit proof of damages for Default Judgment.
7. Because of the foregoing, Undersigned Counsel no longer has authority to act on behalf of Plaintiff.
8. On May 3, 2022, Undersigned Counsel wrote a letter to Plaintiff at her last known mailing and email address and directed Plaintiff as follows:

Because we cannot locate or otherwise communicate with you, it is impossible for your Attorneys to represent you. Further, your failure to comply with your duties under your Retainer Agreement gives Attorneys cause under the Retainer Agreement to move the Court for our withdrawal as your counsel and seek a right to assert a lien for fees and costs as provided under the Retainer Agreement.

Please be advised that if you do not respond to this letter by or before Monday, March 14, 2022, on Tuesday, March 15, 2022, I will file a Motion with the Court for leave to withdraw as your counsel and for the Court to strike the appearance of Zipin, Amster & Greenberg, LLC, Thomas P. Sexton Law Office, Thomas P. Sexton, Esq., and Gregg C. Greenberg, Esq., as your attorneys in the case.

If the Court grants my motion, the Order will conclude your attorney-client relationship with all attorneys retained under your Retainer Agreement and you will not be represented by any lawyer in the case. Instead, you will have no representation until such time as new counsel enters his or her appearance on your behalf.

To avoid prejudice to your case, you are advised to act promptly to obtain new counsel to represent you and to instruct him/her to enter his/her appearance on your behalf. Alternatively, if you intend to proceed in the proper person "*pro se*" (on your own behalf without the assistance of an attorney), you will need to notify the Court of your intention to do this.

9. Plaintiff did not respond to Undersigned Counsel's letter and has not otherwise attempted to communicate with Undersigned Counsel's office.
10. Plaintiff has not objected to Undersigned Counsel's intent to withdrawal as counsel for Plaintiff in this matter.
11. As of this date, no new counsel has entered his or her appearance on behalf of Plaintiff.
12. There is no prejudice to Plaintiff that will occur if this Motion is granted at this time.
13. Default is in Default, is not represented by counsel, and Undersigned Counsel has no ability to communicate with Defendant or its agents. As such, Undersigned Counsel is not able to confer with Defendant to inquire if Defendant consents to the relief requested in this Motion.
14. Undersigned Counsel certifies that Plaintiff's last known address is 1062 E 22<sup>nd</sup> Avenue Columbus, Ohio 43211.

WHEREFORE, Undersigned Counsel respectfully requests that this Honorable Court grant Undersigned Counsel's Motion to Withdraw.

Respectfully submitted,

Dated: March 15, 2022

THOMAS SEXTON LAW OFFICE

/s/ Thomas Sexton

Thomas P. Sexton (Ohio Bar No.: 0051863)  
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Columbus, Ohio 43215  
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**CERTIFICATE OF SERVICE**

This is to certify that on 15<sup>th</sup> day of June 2021, the foregoing Motion to Withdraw was served electronically by the Court's ECF System on all counsel of record and mailed, by first class mail, postage pre-paid, to:

Confidential Gentlemen's Club, LLC  
1962 Lake Club Drive  
Columbus, Ohio 43232

And

Unique Robinson  
1062 E 22<sup>nd</sup> Avenue  
Columbus, Ohio 43211

/s/ Gregg C. Greenberg  
Gregg C. Greenberg